

October 2021 Recreation & Parks Commission Report

Administration Agenda Items

1. CoGo Bike Share Contract Amendment (2311-2021)

Project History/Background: This ordinance authorizes the Director of the Recreation and Parks Department to modify and amend the existing contract for the CoGo Bike Share system with Lyft Bikes and Scooters, LLC and to enter into Memorandums of Understanding (MOU's) with other entities in order to accept funds from those entities to contribute to the operation of the CoGo Bike Share System.

Since 2019, Motivate International, Inc., a division of Lyft Bikes and Scooters, LLC, has managed the CoGo Bike Share system. Motivate has recently merged with and into its existing parent company, Lyft Bikes and Scooters, LLC. This ordinance will allow the City to modify the existing Bike Share Agreement with Lyft Bike Share and Scooters, LLC to assist in the acquisition, installation, and management of a bike sharing service for the City. The amended Agreement will be directly between the City of Columbus and Lyft Bikes and Scooters, LLC.

Currently, the CoGo system has over 600 bikes and 88 stations throughout the city, averaging over 50,000 rides per year. The CoGo bike sharing system is popular with system members, tourists, residents, special event attendees, downtown employees, and students as it offers an alternative transit option in Columbus. The bike share system offers a unique low cost way to complete short trips without the use of a car. The health benefits of active transportation are well recognized as well. The system is also expanding into neighborhoods where access to a bike can offer an important transportation option. Lyft will provide the City of Columbus with 5,000 annual memberships per year as part of this Amended Agreement.

It has been determined that it is necessary to assist in the funding of further improvements and management of the bike sharing program. Due to the Covid-19 Pandemic, the system has experienced a negative economic impact to its business operations. Other entities, such as the Central Ohio Transit Authority (COTA) and the Mid-Ohio Regional Planning Commission (MORPC), have also realized the importance of the bike sharing program. The City has been in discussions with those entities to join in sharing program costs. This ordinance will authorize the Director to enter into Memorandum of Understandings with such other entities in order to receive funding from them. Any such funds will be deposited into Recreation and Park's CoGo Bike Share Property Management Subfund solely for expenses related to the Bike Share System. The City and Lyft also agree to partner in securing a long-term sponsor to fund the program.

Principal Parties:

Lyft Bikes and Scooters, LLC

185 Berry Street, Suite 5000, San Francisco, California 94107

Miller Nuttle, mnuttle@lyft.com

Contract Compliance Number, Tax ID: 002898, 27-1439188

Contract Compliance Expiration Date: October 30, 2021

Fiscal Impact: The Amended Agreement will require a payment of \$65.00 per bike dock per month and this ordinance authorizes the Recreation and Parks Department to make monthly payments to Lyft of \$65.00 per bike dock. This ordinance will provide \$300,000.00 in funding to make these payments for multiple months while funding agreements are pursued and finalized. \$300,000.00 is budgeted and available from within the Recovery Fund 2209 to meet the financial obligations of these payments. The City Auditor established the CoGo Bike Share Property Management Fund 2294, Subfund 229405, as authorized by Ordinance No.: 2037-2013. Any future deposits that the City may receive, that are intended to support the bike share system, are hereby deemed to be appropriated to this subfund.

Emergency Justification: Emergency action is requested so that the Amended Agreement can be executed immediately in order to continue sustainable operation of the bike share system. Also, emergency action is requested to allow for immediate execution of requisite agreements necessary to accept funds from entities who commit to contribute to the operation of the CoGo Bike Share System.

Benefits to the Public: The bike share system improves access to trails, greenway corridors, parks, jobs, events, and attractions throughout the City while improving the environmental health of the City.

Community Input/Issues: CoGo Bike Share continues to be a highly recognized and well-used system of bikes available for use by the general public. The community has expressed support for expanding access while continuing to keep the ride costs affordable for all and maintaining high quality customer service for users.

Master Plan Relation: This project supports the department's Master Plan by removing access and circulation barriers to city parks, destinations, and trails.

2. Italian Village Park Easements and Maintenance Agreement (2513-2021)

Project History/Background: This ordinance authorizes the Director of Recreation and Parks Department to grant a .074 acre permanent easement and temporary construction easement to Parkside on Pearl, LLC at Italian Village Park; to enter into a Maintenance Agreement with the Italian Village Society; to authorize the City Auditor to create a Recreation and Parks - Italian Village Park subfund to be used exclusively for enhancements to the park; and to declare an emergency.

The No-Build easement is a perpetual easement to be utilized by Parkside on Pearl, LLC for the exclusive purpose of maintaining a twenty (20) foot no-build buffer zone required for fire separation between the new Parkside on Pearl building and other structures. The Parkside on Pearl Project is proposed for development by Parkside on Pearl, LLC at 39 East Hubbard Avenue, currently a surface lot on private property immediately West of Italian Village Park.

The project is to be built up to the lot line bordering Italian Village Park. Ohio Building Code 705.5 Fire-Resistance Ratings requires a fire protection buffer between buildings. The project as currently proposed cannot meet Code unless the City of Columbus, as the adjacent property owner, grants a No-Build Easement for a .074 acre buffer area 20 ft. in width, running the length of the Western park border, totaling 3,223 sq. ft. of park space. The easement restricts both the City as grantor, and Parkside on Pearl LLC, from building any structures (i.e. any structures regulated by Ohio Building Code) within the easement. The easement also includes canopy encroachment rights for an aerial roof projection of no greater than four (4) feet into the Easement Area, to be approximately one hundred sixty-eight (168) feet long and located approximately eighty-seven and a half (87.5) feet above the surface of the Easement Area (the "Roof").

The temporary easement on the same .074 acre buffer area will be for 2 years from the start of construction, and allow for access in order to construct the new residential and/or office building on the adjacent property. The easement includes adherence to a restoration plan that addresses impacts on Italian Village Park and returns the area to pre-construction condition or better. The project is set to begin construction in late 2021/ early 2022. The project is proposed as a 9-story mixed-use commercial building with 33 rental units, a fitness center for tenants, future office space and 56 parking spaces on the subgrade, first and second level parking garage.

This ordinance also authorizes the City Auditor, on behalf of the Recreation and Parks Department, to create a new subfund within the City's Special Purpose Fund to account for fees received from granting of the No Build and Temporary Easement to Parkside on Pearl, LLC. This subfund shall be named the "Recreation and Parks - Italian Village Park subfund" and shall be

used exclusively for future improvements in Italian Village Park. The No-Build Easement is valued at \$90,000 and the Temporary Construction Easement is valued at \$25,788. In total, \$115,788 will be deposited into the fund by Parkside on Pearl, LLC. The fee for the No-Build Easement will be due at the time Council passes the ordinance. The fee for the Temporary Construction Easement will be due upon recording of the easement with the Franklin County Recorder's Office. The funds will be used for the purchase of future supplies, services, and construction in conjunction with capital projects and maintenance obligations solely benefitting Italian Village Park.

The ordinance also authorizes the Director of Recreation and Parks Department to enter into a Maintenance Agreement with the Italian Village Society (IVS) which will allow IVS to assist in additional Maintenance Obligations at Italian Village Park, and to be reimbursed, pending written preapproval, for those direct expenses, from the Recreation and Parks - Italian Village Park subfund. A maximum amount of \$30,000 from the subfund, over the term of the Maintenance Agreement, will be made available for these Maintenance Obligations.

The Italian Village Society is a nonprofit volunteer-led community organization representing residents and businesses in Italian Village. The Maintenance Agreement authorized by this ordinance will formalize the partnership between Columbus Recreation and Parks and Italian Village Society to allow IVS to assist with certain maintenance obligations above and beyond Recreation and Parks "Normal Maintenance – Tier 2" level of service for Neighborhood Parks. The Maintenance Agreement shall be in force for a period of 5 years and may be extended on a year to year basis at the mutual agreement of both parties.

Principal Parties:

Parkside on Pearl, LLC
11 Buttles Avenue
Columbus, Ohio 43215

Italian Village Society
Jenny Frankart, President
31 East 5th Avenue, Columbus, Ohio 43201

Fiscal Impact: \$115,788.00 received from granting of the No Build and Temporary Easement to Parkside on Pearl, LLC

Emergency Justification: Emergency action is requested in order to provide the necessary No Building and Temporary Construction Easements so that construction plans and construction activities for the Parkside on Pearl Project can advance upon a timely schedule. Several future

improvements to Italian Village Park will likely depend on the temporary construction easement area being restored and reopened to the public and so timely construction benefits both the developer and Italian Village Park users.

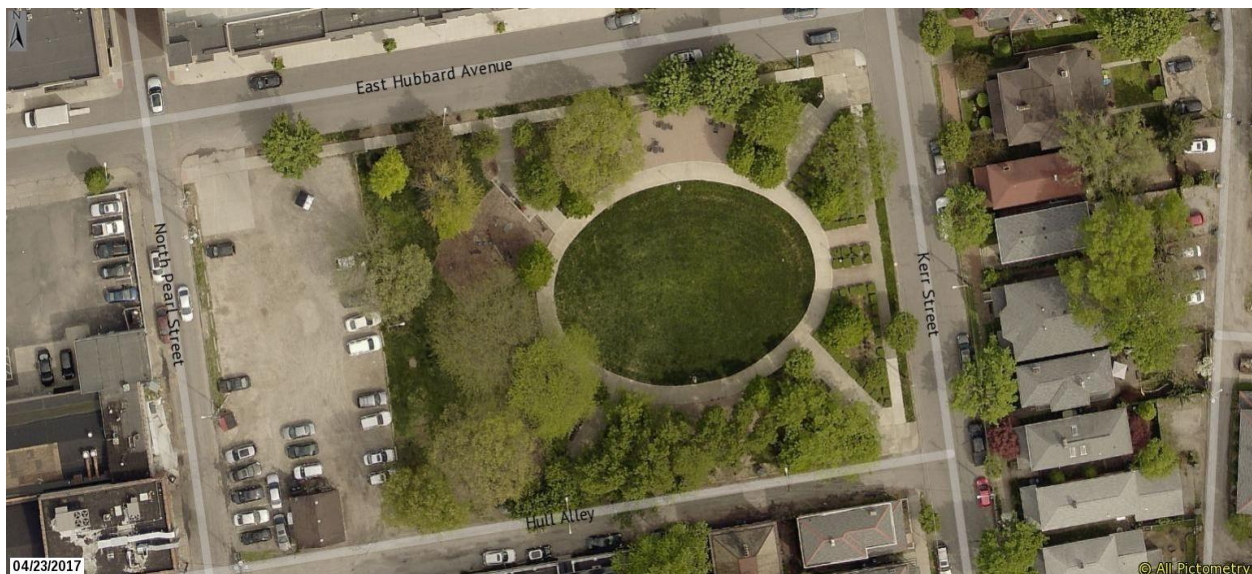
Benefits to the Public: Once temporary construction access is completed, the site is restored, residents will benefit from the improved park amenities and ongoing enhancement made possible through the funds and through the maintenance agreement with Italian Village Society.

Community Input/Issues: Columbus Recreation and Parks Department engaged with the surrounding community and local stakeholders to solicit feedback, address concerns and validate public benefit throughout 2021. Meetings and input were solicited both at Italian Village Society membership meetings as well as from the Italian Village Commission and community at large.

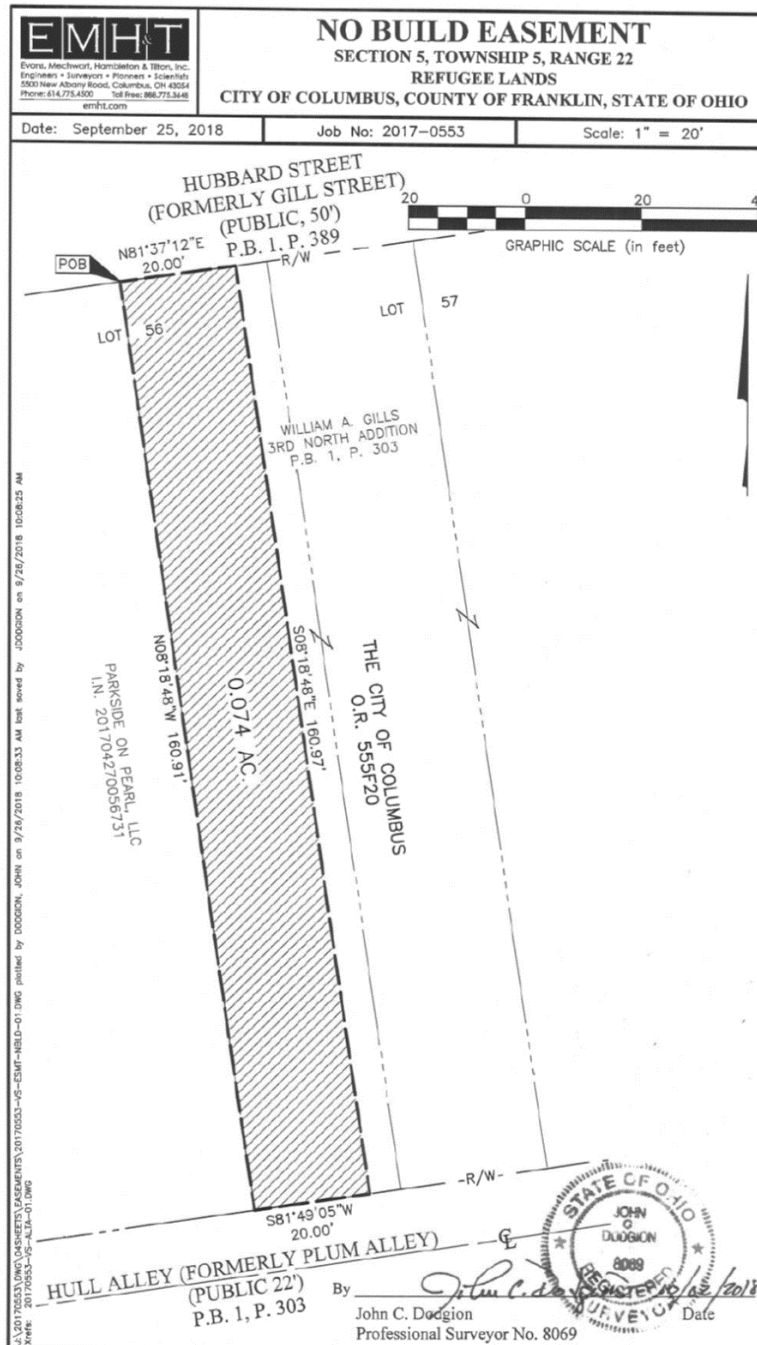
Area(s) Affected: Italian Village (47)

Number of residents served: Over 6,000 residents live within a 10 minutes' walk of Italian Village Park.

Master Plan Relation: This project is aligned with the Columbus Recreation and Parks Department's 2014-24 Master Plan "System-Wide Strategies" Goal of working with neighborhood groups to improve and maintain parks.







3. Lou Berliner Park Utility Improvements Phase 2 (2606-2021)

Project History/Background: This ordinance is to authorize the Director of the Recreation and Parks Department to enter into contract with The Righter Co, Inc for the Lou Berliner Park Utility Improvements Phase 2 project and for the expenditure of \$285,000 from the Voted Recreation and Parks Bond Fund.

This project will complete the utility services and site work required to provide restrooms and concession services at the Stand 4 area of Lou Berliner Sports Park (fields 18-25). The first phase of this project extended sanitary sewer service, water service, and electrical service to Stand 4. As the nation's largest ball diamond complex, Lou Berliner Park services thousands of athletes and spectators from March through November. These improvements will enable the installation of semi-permanent restrooms and concession facilities for an additional 8 fields, increasing the number of full-service fields from 15 to 23. The project also includes providing electrical power to ball diamond backstops to install video cameras.

Bids were advertised through Vendor Services, in accordance with City Code Section 329, on 9/14/21 and received by the Recreation and Parks Department on 9/23/21.

<u>Company</u>	<u>Status</u>	<u>Amount</u>
The Righter Co, Inc.	MAJ	\$150,300.00
R.W. Setterlin Building Company	MAJ	\$159,273.00

After reviewing the proposals that were submitted, it was determine that The Righter Co, Inc was the lowest and most responsive bidder.

The Righter Co, Inc. and all proposed subcontractors have met code requirements with respect to prequalification, pursuant to relevant sections of Columbus City Code Chapter 329.

Principal Parties:

Vendor Name: The Righter Co, Inc
Vendor Address: 2424 Harrison Road, Columbus, OH 43204
Vendor Contact Name and Phone: Michael D. Killilea, President, 614-272-9700
Contract Compliance Number: 310889208
December 17, 2021

Fiscal Impact: \$285,000.00 from the Voted Recreation and Parks Bond Fund.

Emergency Justification: Emergency action is requested in order to begin construction as soon as possible to minimize impacts on the 2022 leagues and tournament schedules.

Benefits to the Public: Berliner Sports Park is open to the public and offers numerous leagues that are accessible to the community. These utility improvements will improve the services offered by the park

Area(s) Affected: Southwest (59)

Master Plan Relation: This project supports the department's Master Plan by expanding and improving sports infrastructure, facilities and accessibility.

Recreation & Program Services Agenda Items

4. Good Vending Agreement – COMMISSION ONLY

Project History/Background: This ordinance authorizes the Director of Recreation and Parks to enter into this Vending Agreement (hereinafter referred to as the "Contract") as of September 16, 2021 by and between City of Columbus Recreation and Parks Department, with a mailing address of 1111 East Broad St. Columbus, OH 43205 (hereinafter referred to as the "Owner") and Good Vending LLC, with a mailing address of 398 Holtzman Avenue, Columbus, OH 43205 (hereinafter referred to as the "Vendor"), collectively referred to as the "Parties," both of whom agree to be bound by this Contract..

This Vending Agreement (hereinafter referred to as the "Contract") is entered into as of September 16, 2021 by and between City of Columbus Recreation and Parks Department, with a mailing address of 1111 East Broad St. Columbus, OH 43205 (hereinafter referred to as the "Owner") and Good Vending LLC, with a mailing address of 398 Holtzman Avenue, Columbus, OH 43205 (hereinafter referred to as the "Vendor"), collectively referred to as the "Parties," both of whom agree to be bound by this Contract.

1. Purpose. Pursuant to the RFP and Vendor's Proposal, each attached hereto and incorporated herein as Ex. A, the Owner gives the Vendor the exclusive right to install, manage and maintain vending machines (the "Machines") at all individual building and properties owned and/or managed (hereinafter referred to as the "Premises" or "Premise"), which will sell food and other items mutually agreed upon (the "Items").

2. Maintenance. The Vendor shall maintain the Machines in good working order and regularly maintain and clean them so that they do not detract from the appearance of the business Premises of the Owner.

3. Limitation of Liability. The Vendor shall indemnify, hold harmless and release the Owner from all claims and liabilities related to or arising out of the use of the Machine(s) as long as the Owner provides a clean and safe environment for proper use and management of the Machines.

4. Term. This Contract shall commence upon the execution date of this Contract and will continue for 24 months thereafter. Upon written approval from Owner, this agreement will automatically renew at the end of each Term for another Term of 12 months.

5. Compensation. In consideration of the exclusive right to place the machines on the Premises of the Owner, the Owner shall receive **13%** of proceeds ("Commissions") from the sale of the Items. The Vendor will remit those proceeds directly to the Owner.

6. Payment. Payments of Commissions shall be made quarterly. The Owner or its representative shall be entitled to audit the books and records of the Vendor to determine the accuracy of the accounting.

7. Utilities. Any water or other utility service required for the operations of the vending machines shall be installed and maintained at the expense of the Owner.

8. Termination. The non-breaching party may terminate this Contract upon material breach by the breaching party of its obligations under this Contract. Upon written notice of breach, the Parties have thirty (30) days to cure the breach ("Remedy Window"). If breach is not cured during the Remedy Window, the Vendor will have 30 business days to remove their machine(s) from the Owner's Premises. The Parties also agree that the Vendor may remove the Machines at its sole discretion or choose not to install due to unsafe conditions.

9. Legal and Binding Contract. This Contract is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Contract.

10. Governing Law and Jurisdiction. The Parties agree that this Contract shall be governed by Ohio law.

11. Entire Contract. The Parties acknowledge and agree that this Contract represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

12. Equal Opportunity Clause. Vendor agrees to abide by all of the terms, conditions and requirements set

forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal to comply with the provisions of Title 39 may result in cancellation of this Contract.

13. Worker's Compensation. Vendor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

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Good Vending LLC. Contract VCBUSP&R2021

14. Insurance Vendor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured.

Contractor must attach a copy of the Certificate of Insurance to this Contract as EXHIBIT C:

Bodily Injury Liability: Property Damage Liability:

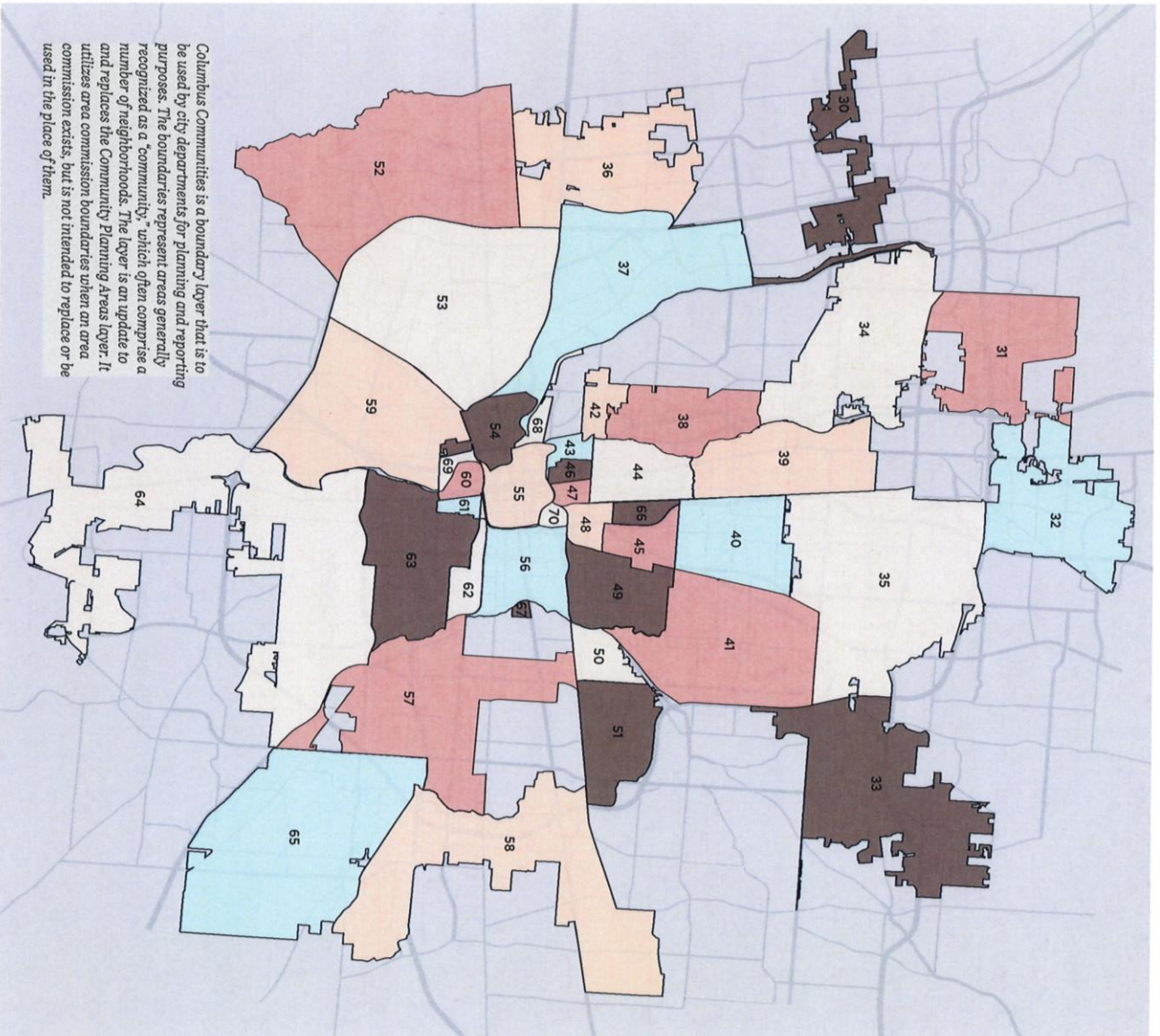
Each Person \$500,000 Each Accident \$500,000

Each Accident \$1,000,000 All Accidents \$1,000,000

15. City Income Taxes Vendor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract.

Principal Parties:

Good Vending LLC
398 Holtzman Avenue
Columbus, OH 43205

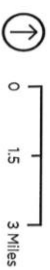


Columbus Communities

- 30 Hayden Run
- 31 Far Northwest
- 32 Far North
- 33 Rocky Fork-Blacklick
- 34 Northwest
- 35 Northland
- 36 Far West
- 37 West Scioto
- 38 Olentangy West
- 39 Clintonville
- 40 North Linden
- 41 Northeast
- 42 Fifth by Northwest
- 43 Harrison West
- 44 University District
- 45 South Linden
- 46 Victorian Village
- 47 Italian Village
- 48 Milo-Grogan
- 49 North Central
- 50 East Columbus
- 51 Airport
- 52 Westland
- 53 Greater Hilltop
- 54 Franklin
- 55 Downtown
- 56 Near East
- 57 Mid East
- 58 Far East
- 59 Southwest
- 60 Brewery District
- 61 German Village
- 62 Livingston Avenue Area
- 63 South Side
- 64 Far South
- 65 South East
- 66 State of Ohio
- 67 Wolfe Park
- 68 Dublin Road Corridor
- 69 Harmon Road Corridor
- 70 Fort Hayes

THE CITY OF
COLUMBUS
 ANDREW J. GINTHER, MAYOR

DEPARTMENT OF
 DEVELOPMENT



Date: November 1, 2018
 Columbus Planning Division/mc